BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

Docket No. 2009-4/3-WS	
In Re:)
)
Application of Tega Cay Water)
Service, Inc. for Adjustment of)
Rates and Charges and Modification	s)
to certain Terms and Conditions for)
the Provision of Water and Sewer)
Service.)
	_)

CITY OF TEGA CAY'S INTERROGATORIES TO TCWS

To: Tega Cay Water Service, Inc. (TCWS) and its attorney, John M.S. Hoefer, Esq.

Pursuant to Reg. 103-833(B), City of Tega Cay (City), as an intervenor in this proceeding, through its counsel, hereby serves upon TCWS the following Interrogatories (the "Interrogatories"). City requests that TCWS answer the Interrogatories within twenty (20) days after service hereof, and in accordance with Reg. 103-833(B); and serve a copy of its answers upon the undersigned as counsel for City.

Instructions

1. Each interrogatory must be answered separately, fully, under oath, and except as set forth below, without cross-reference to an answer to any other interrogatory. In any instance when the answer to an interrogatory is exactly the same as the answer to a previous interrogatory, the complete designation of the answer to the previous interrogatory may be cited as a response to the subsequent interrogatory.

Driscoll Sheedy, P.A. Attorneys at Law

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- 2. The answers to the Interrogatories must be signed by the person(s) making them.
- 3. The Interrogatories are intended to be continuing interrogatories. If TCWS or its counsel acquires information pertinent to the answers to the Interrogatories after the service of the answers upon City, City requests that TCWS supplement or revise the answers to reflect the new information.
- 4. TCWS has the option of furnishing copies of the relevant documents and records in lieu of identifying documents in the answers to the Interrogatories, provided it (a) specifies which Interrogatories are being answered in this manner and (b) identifies each of the copies so supplied to show to which particular interrogatory it relates. If TCWS cannot or does not comply with this option for whatever reason, then with respect to each document, City asks that TCWS provide the following information:
 - (a) Identify each document, including the date, author and any recipient of it;
 - (b) List the names and addresses of all persons who received or are in possession of copies of the documents;
 - (c) Indicate the present location of the documents; and
 - (d) Indicate the present custodian of the documents, if other than TCWS or its counsel.
- 5. If TCWS or its counsel withholds any information otherwise discoverable and required to be divulged in connection with answers to the Interrogatories, by claiming privilege or that the information is subject to protection as trial preparation material, TCWS shall make the claim expressly and shall describe the nature of the documents, communications or things not produced or disclosed in a manner that, without revealing the information itself, will enable City to assess the applicability of the privilege or protection.

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- 6. If any documents described herein have been lost, discarded, or destroyed, the documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following information: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the document.
- 7. If any interrogatory is deemed to call for disclosure of confidential information or data, City's counsel is prepared to receive such data pursuant to an appropriate order with respect to confidentiality.

Definitions

- 1. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the interrogatory all answers that might otherwise be construed to be outside of its scope.
 - 2. "CIP" means capital improvement projects.
- 3. "Case" shall refer to Docket No. 2009-473-WS before the Public Service Commission.
- 4. "Correspond" or "Communicate" shall mean any exchange of information, whether oral, telephonic, telegraphic, electronic, computer-generated (including by palm pilot or blackberry), written, printed, recorded, graphic, photographic or otherwise.
 - 5. "DHEC" means South Carolina Department of Health and Environmental Control.
- 6. "Document" means all items subject to discovery pursuant to Reg. 103-833(C). Without limiting the generality of the definition, "document" encompasses all paper and electronic material of any kind, including the originals and all nonidentical copies, whether different from the

originals by reason of any notation made on such copies or otherwise, whether written, typed, printed, punched, filmed or marked in any way; recording tapes, wires or discs; publications, agreements, blueprints, schematics, tape recordings, transcriptions of recordings, video recordings, film, microfilm, microfiche, photographs, movies, or any graphic matter, however produced or reproduced; log books, job diaries, calendars, business records, social utility network communications, computer-generated disks and any other magnetically-stored information, provided such coding data is furnished as to enable access, translation and utilization of the information; all mechanical or electronic sound recordings of transcripts thereof, and data processing records, of any nature whatsoever, whether or not in your possession, custody or control. By way of illustration, and not by way of limitation, the above definition of documents would include letters and other correspondence, memoranda of oral conferences, memoranda of telephone calls, memoranda of agreements, diaries, statistics, telegrams, written instructions (whether formal or informal), reports, studies, telephone logs, message slips, checks, statements, receipts, summaries, pamphlets, books, notes, minutes, business books and records of all types, invoices, bulletins, computer printouts, teletypes, facsimile, telecopy, ledgers, e-mails, on-line communications (including wall to wall or other chats on My Space, Facebook or any other social utility network), contracts, commercial paper, agreements, offers, worksheets, documents of title, notices, demands, security instruments, and all documents, instruments and items contemplated by the Uniform Commercial Code, the South Carolina Code Annotated and the common law of the state of South Carolina, and all drafts, alterations, modifications, changes and amendments of any of the foregoing. The term "document"

or "documents" is intended to be comprehensive so as to encompass any and all tangible items which are in the care, custody or control of TCWS or its counsel.

- 7. "Identify" means as follows:
 - a. when used in reference to a natural person, to state his full name, present or last known home address and telephone number, present or last known business address and telephone number, and his present or last known position and business affiliation;
 - b. when used in reference to a person other than a natural person, to state its full name and type of organization, the address and telephone number of its principal place of business and the jurisdiction and place of its incorporation or organization;
 - c. when used with respect to an act, occurrence or conduct (hereinafter collectively called "act"), to describe the substance of the event constituting the act, state the date on which the act occurred, identify all persons participating in the act, identify all persons present when the act occurred, identify any documents which refer or relate to the act, and identify all persons having possession, custody or control of each such document;
 - d. when used in reference to a document currently in your possession, to state a description of the type of document (e.g., letter, invoice, report), identification of the author(s), date of writing, creation or publication, identification of each person(s) for whom the document was prepared and to whom it was delivered, mailed or otherwise received, the present custodian and current location of that document, and any other means of identifying it with sufficient particularity to meet the requirements for inclusion in a request for production of documents pursuant to Reg. 103-833(C);
 - e. when used in reference to a document known to have existed but no longer existing, to state the information required in subpart (d) above as well as the document's last known custodian, and the date on which and the circumstances under which the document was lost, destroyed, or otherwise became unavailable;
 - f. with reference to a document once in your possession but no longer in your possession, to state the information required in subpart (d) above, the date on which and the circumstances under which the document was disposed of,

- destroyed, surrendered or otherwise left your possession, the identification of its present custodian and the location of such document; and
- g. when used in reference to an oral communication, to state the date, identification of each person involved, the substance thereof, the method of such communication (e.g., in person, by telephone) and the identification of each document which refers or relates thereto.
- 8. "I/I" means infiltration and/or inflow into the water and sewer infrastructure.
- 9. "O&A" means office and administrative expenses.
- 10. "Relate" or "relating to" means referring to, pertaining to, memorializing, constituting, embodying, evidencing, discussing, analyzing, reflecting, concerning, or having any logical or factual connection with the subject matter in question.
 - 11. "Written statements" or "statements" shall mean and include:
 - a. A written statement signed or otherwise approved or adopted by the person making it; and
 - b. A stenographic, mechanical, electronic or other type of recording or any transcript thereof which is prepared from information provided by a person.
- 12. Unless otherwise specified in a particular discovery request, "you" or "your" shall mean and refer to TCWS and all persons acting on its behalf, including, but not limited to, employees, agents, appraisers, utility professionals, bankers and any other representatives.

Interrogatories

- 1. Identify your persons who are most knowledgeable about the I/I of TCWS.
- 2. Identify your persons who are most knowledgeable about the O&A of TCWS.
- 3. Identify your persons who are most knowledgeable about any CIP underway or planned for TCWS, including, but not limited to, the Construction Work in Process Water and the

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Construction Work in Process - Sewer, shown on the December 31, 2008, Balance Sheet filed with the Application in this Case.

- 4. Identify and describe the details of any project (including the project budget, budget completion date and actual completion date) for any CIP shown as a pro-forma adjustment to the rate base.
- 5. Identify whether any of the projects identified in response to Interrogatory No. 4 are in service and the dates such projects went on-line.
- 6. Identify whether the computer system costs listed in the Application are for hardware or software located at the TCWS plant in Tega Cay or if such costs are an allocation.
- 7. If the computer system costs addressed in Interrogatory No. 7 are an allocation, identify the total amount and methodology used to allocate these costs, along with the calculation of the amount allocated to Tega Cay.
 - 8. Identify any costs or expenses over budget for Project Phoenix.
 - 9. Indicate the percentage of I/I currently experienced by TCWS.
- 10. Indicate the percentage of I/I currently experienced by other utility systems owned and/or operated by Carolina Water Service, Inc., Utilities, Inc. or any entity affiliated with or related to either or both of Carolina Water Service, Inc. and Utilities, Inc.
- 11. Identify all expense line items or charts of account on the profit and loss or income and expense statement of TCWS that may be affected by the I/I of TCWS.
- 12. Identify all expense line items or charts of account on the profit and loss or income and expense statement of TCWS that may be affected by line breakage, spills, pump station

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maintenance and package plant maintenance, and the amount of such expenses incurred for each of the last three fiscal years.

- 13. Identify the amount of expenses incurred by other utility systems owned and/or operated by Carolina Water Service, Inc., Utilities, Inc. or any entity affiliated with or related to either or both of Carolina Water Service, Inc. and Utilities, Inc., for each of the last three fiscal years, relating to line breakage, spills, pump station maintenance and package plant maintenance.
- 14. Identify any and all Communications and Documents between TCWS and DHEC for each of the last three years.
- 15. Indicate the method by which TCWS reads its meters and identify the expenses on the profit and loss or income and expense statement of TCWS for each of the last three years relating to meter reading.
- 16. Identify all O&A expenses for each of the last three years which TCWS has allocated to it.
- 17. Of the O&A expenses identified above, indicate which or how much of the expenses derive from a regional office of Carolina Water Service, Inc. and which or how much of the expenses derive from the home office of Utilities, Inc. in Chicago.
- 18. Describe in detail any O&A expenses of TCWS which derive from Chicago that represent or constitute service, support or supervision of a kind or type not furnished in any form or to any extent by the regional office in Charlotte.

Attorneys at Law

Driscoll Sheedy, P.A.

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- 19. Identify the number of customers of TCWS who do not have cross connections between TCWS's water system and any other non-public water system as set forth in the Application in this Case.
- 20. Describe in detail what is included in the Maintenance and Repair of \$230,065 shown on Schedule B, Page 1 of 4, For the Year Ended December 31, 2008, attached to the Application filed in this Case.
- 21. Identify the number of customers of the six AUS Utility Reports Water Companies on which Pauline M. Ahern of AUS did her market-based cost rate analysis contained in her direct testimony for TCWS.
- 22. Identify and describe in detail how capital is available to TCWS at a more reasonable cost than if TCWS were not wholly owned by Utilities, Inc. as described in the direct testimony of Steven M. Lubertozzi.
- 23. Identify the common equity cost rate for TCWS without the business risk adjustment of 4.17% due to its size, as if TCWS were a wholly-owned subsidiary of Utilities, Inc.
- 24. Describe in detail the reason(s) or basis for the increase in Office Supplies / Maintenance / and Utilities, and Transportation expenses between the 2005 Application and the Application in this Case, as described in the direct testimony of Steven M. Lubertozzi.

Charlotte, NC

Date: <u>05/14/2010</u>

DRISCOLL SHEEDY, P.A.

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ATTORNEYS FOR CITY

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BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

Docket No. 2009-473-WS	
In Re:)
)
Application of Tega Cay Water)
Service, Inc. for Adjustment of)
Rates and Charges and Modifications	;)
to certain Terms and Conditions for)
the Provision of Water and Sewer)
Service.)
)

CITY OF TEGA CAY'S REQUEST FOR PRODUCTION OF DOCUMENTS TO TCWS

To: Tega Cay Water Service, Inc. (TCWS) and its attorney, John M.S. Hoefer, Esq.

Pursuant to Reg. 103-833(C), City of Tega Cay (City), as an intervenor in this proceeding, through its counsel, hereby serves upon TCWS the following requests for production (Requests). City requires that TCWS respond to these Requests and serve a copy of its responses and documents upon the undersigned as counsel for City, within twenty (20) days after service hereof and in accordance with Reg. 103-833(C).

Instructions

1. Each request must be responded to separately, fully, and except as set forth below, without cross-reference to a response to any other request. In any instance when the response to a request is exactly the same as the response to a previous request, the complete designation of the response to the previous request may be cited as a response to the subsequent request.

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- 2. Each response must include all information or documents within the care, custody or control of TCWS. City requires that the response to each request includes all information obtained by or made available to TCWS or its attorney, which is relevant to the subject matter of this Case, or which may lead to the discovery of other information that is admissible as evidence in this Case.
- 3. If any response relies upon a claim of privilege, exemption or confidentiality, whether in whole or in part, please state the following:
 - (a) The nature of the privilege, exemption or confidentiality claim;
 - (b) A general description of the nature of the matter withheld so as to identify the document (including, but not limited to, the substance of the withheld information, name of author, date, and name of recipients);
 - (c) The extent, if any, to which the information will be provided subject to the claim of privilege, exemption, or confidentiality; and
 - (d) Whether TCWS is willing to enter into a reasonable and necessary protective order setting forth those terms upon which it is willing to release any and all of the information otherwise claimed by it to be privileged, confidential or exempt from discovery.
- 4. Any documents produced pursuant hereto shall be organized and labeled to correspond numerically with the categories set forth herein below.
- 5. The Requests shall be deemed to be continuing. In particular, if TCWS acquires information pertinent to its responses to the Requests after the service of its responses upon TCWS, it must supplement or revise its responses to reflect the new information and furnish copies of the documents to TCWS as soon as possible.
 - 6. If any documents requested herein have been lost, discarded or destroyed, the

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documents so lost, discarded or destroyed shall be identified as completely as possible, including, without limitation, the following information: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the document.

7. If any request is deemed to call for disclosure of confidential information, City's counsel is prepared to receive such data pursuant to an appropriate order with respect to confidentiality.

Definitions

- 1. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the interrogatory all answers that might otherwise be construed to be outside of its scope.
 - 2. "CIP" means capital improvement projects.
- 3. "Case" shall refer to Docket No. 2009-473-WS before the Public Service Commission.
- 4. "Correspond" or "Communicate" shall mean any exchange of information, whether oral, telephonic, telegraphic, electronic, computer-generated (including by palm pilot or blackberry), written, printed, recorded, graphic, photographic or otherwise.
 - 5. "DHEC" means South Carolina Department of Health and Environmental Control.
- 6. "Document" means all items subject to discovery pursuant to Reg. 103-833(C). Without limiting the generality of the definition, "document" encompasses all paper and electronic material of any kind, including the originals and all nonidentical copies, whether different from the originals by reason of any notation made on such copies or otherwise, whether written, typed, printed, punched, filmed or marked in any way; recording tapes, wires or discs; publications,

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agreements, blueprints, schematics, tape recordings, transcriptions of recordings, video recordings, film, microfilm, microfiche, photographs, movies, or any graphic matter, however produced or reproduced; log books, job diaries, calendars, business records, social utility network communications, computer-generated disks and any other magnetically-stored information, provided such coding data is furnished as to enable access, translation and utilization of the information; all mechanical or electronic sound recordings or transcripts thereof, and data processing records, of any nature whatsoever, whether or not in your possession, custody or control. By way of illustration, and not by way of limitation, the above definition of documents would include letters and other correspondence, memoranda of oral conferences, memoranda of telephone calls, memoranda of agreements, diaries, statistics, telegrams, written instructions (whether formal or informal), reports, studies, telephone logs, message slips, checks, statements, receipts, summaries, pamphlets, books, notes, minutes, business books and records of all types, invoices, bulletins, computer printouts, teletypes, facsimile, telecopy, ledgers, e-mails, on-line communications (including wall to wall or other chats on My Space, Facebook or any other social utility network), contracts, commercial paper, agreements, offers, worksheets, documents of title, notices, demands, security instruments, and all documents, instruments and items contemplated by the Uniform Commercial Code, the South Carolina Code Annotated and the common law of the state of South Carolina, and all drafts, alterations, modifications, changes and amendments of any of the foregoing. The term "document" or "documents" is intended to be comprehensive so as to encompass any and all tangible items which are in the care, custody or control of TCWS or its counsel.

7. "Identify" means as follows:

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- a. when used in reference to a natural person, to state his full name, present or last known home address and telephone number, present or last known business address and telephone number, and his present or last known position and business affiliation;
- b. when used in reference to a person other than a natural person, to state its full name and type of organization, the address and telephone number of its principal place of business and the jurisdiction and place of its incorporation or organization;
- c. when used with respect to an act, occurrence or conduct (hereinafter collectively called "act"), to describe the substance of the event constituting the act, state the date on which the act occurred, identify all persons participating in the act, identify all persons present when the act occurred, identify any documents which refer or relate to the act, and identify all persons having possession, custody or control of each such document;
- d. when used in reference to a document currently in your possession, to state a description of the type of document (e.g., letter, invoice, report), identification of the author(s), date of writing, creation or publication, identification of each person(s) for whom the document was prepared and to whom it was delivered, mailed or otherwise received, the present custodian and current location of that document, and any other means of identifying it with sufficient particularity to meet the requirements for inclusion in a request for production of documents pursuant to Reg. 103-833(C);
- e. when used in reference to a document known to have existed but no longer existing, to state the information required in subpart (d) above as well as the document's last known custodian, and the date on which and the circumstances under which the document was lost, destroyed, or otherwise became unavailable;
- f. with reference to a document once in your possession but no longer in your possession, to state the information required in subpart (d) above, the date on which and the circumstances under which the document was disposed of, destroyed, surrendered or otherwise left your possession, the identification of its present custodian and the location of such document; and
- g. when used in reference to an oral communication, to state the date, identification of each person involved, the substance thereof, the

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method of such communication (e.g., in person, by telephone) and the identification of each document which refers or relates thereto.

- 8. "I/I" means infiltration and/or inflow into the water and sewer infrastructure.
- 9. "O&A" means office and administrative expenses.
- 10. "Relate" or "relating to" means referring to, pertaining to, memorializing, constituting, embodying, evidencing, discussing, analyzing, reflecting, concerning, or having any logical or factual connection with the subject matter in question.
 - 11. "Written statements" or "statements" shall mean and include:
 - a. A written statement signed or otherwise approved or adopted by the person making it; and
 - b. A stenographic, mechanical, electronic or other type of recording or any transcript thereof which is prepared from information provided by a person.
- 12. Unless otherwise specified in a particular discovery request, "you" or "your" shall mean and refer to TCWS and all persons acting on its behalf, including, but not limited to, employees, agents, appraisers, utility professionals, bankers and any other representatives.

Requests

- 1. Any and all Documents on which you rely in support of any legal or factual position that you intend to take in this Case, including during discovery.
- 2. Any and all Documents which you intend to introduce or have marked as exhibits in this Case, including during discovery.
- 3. Copies of any and all written communications between you and any expert witnesses hired or consulted in connection with this Case, including, but not limited to, the following:

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- a) All Documents, including draft notes, preliminary reports, and/or final reports, prepared in whole or in part by the expert on the subject matter and in connection with those matters about which the expert is expected to testify at trial;
- b) All Documents sent to the expert by the party or their counsel in reference to this Case;
- c) All Documents upon which the expert will rely for the opinion or opinions that the expert will express at trial;
- d) All Documents utilized, relied upon, consulted and/or reviewed by the expert in connection with this Case, to the best of the expert's recollection;
- e) All Documents setting forth any compensation agreement between the party and the expert;
- f) Identification by court, term, number and date, any and all litigation wherein the expert was either a party or testified as a witness;
- g) All Documents used or relied upon by the expert in preparing answers to any Interrogatories in this Case;
- h) All Documents that have been or will be shown to the expert during or in preparation of the expert's testimony at trial; and
- i) All Documents, including a curriculum vitae, that the party contends will establish the expert's qualifications for trial and/or deposition purposes.
- 4. Any and all Documents used in answering the Interrogatories served herewith.
- 5. Any and all Documents relating to the I/I of TCWS for each of the last three fiscal years.
- 6. Any and all Documents relating to the O&A of TCWS for each of the last three fiscal years.
- 7. Any and all Documents relating to any CIP underway or planned for TCWS for each of the last three fiscal years, including, but not limited to, the Construction Work in Process Water

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and the Construction Work in Process - Sewer, shown on the December 31, 2008, Balance Sheet filed with the Application in this Case.

- 8. Any and all Documents relating to the percentage of I/I currently experienced by other utility systems owned and/or operated by Carolina Water Service, Inc., Utilities, Inc. or any entity affiliated with or related to either or both of Carolina Water Service, Inc. and Utilities, Inc.
- 9. Any and all Documents relating to all expense line items or charts of account on the profit and loss or income and expense statement of TCWS that may be affected by the I/I of TCWS.
- 10. Any and all Documents relating to all expense line items or charts of account on the profit and loss or income and expense statement of TCWS that may be affected by line breakage, spills, pump station maintenance and package plant maintenance, and the amount of such expenses incurred for each of the last three fiscal years.
- 11. Any and all Documents relating to the amount of expenses incurred by other utility systems owned and/or operated by Carolina Water Service, Inc., Utilities, Inc. or any entity affiliated with or related to either or both of Carolina Water Service, Inc. and Utilities, Inc., for each of the last three fiscal years, relating to line breakage, spills, pump station maintenance and package plant maintenance.
- 12. Any and all Documents relating to any and all Communications and Documents between TCWS and DHEC for each of the last three years.
- 13. Any and all Documents relating to all O&A expenses for each of the last three years which TCWS has allocated to it.

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- 14. Any and all Documents relating to which or how much of the O&A expenses of TCWS derive from a regional office of Carolina Water Service, Inc. and which or how much of the expenses derive from the home office of Utilities, Inc. in Chicago.
- 15. Any and all Documents relating to any O&A expenses of TCWS which derive from Chicago that represent or constitute service, support or supervision of a kind or type not furnished in any form or to any extent by the regional office in Charlotte.
- 16. Any and all Documents relating to the number of customers of TCWS who do not have cross connections between TCWS's water system and any other non-public water system as set forth in the Application in this Case.
- 17. Any and all Documents relating to what is included in the Maintenance and Repair of \$230,065 shown on Schedule B, Page 1 of 4, For the Year Ended December 31, 2008, attached to the Application filed in this Case.
- 18. Any and all Documents related to the computer system costs set forth in the Application.
- 19. Any and all Documents related to any CIP shown as a pro-forma adjustment to rate base.
- 20. Any and all Documents related to how capital is available to TCWS at a more reasonable cost than if TCWS were not wholly owned by Utilities, Inc. as described in the direct testimony of Steven M. Lubertozzi.

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- 21. Any and all Documents related to the increase in Office Supplies / Maintenance / and Utilities, and Transportation expenses between the 2005 Application and the Application in this Case, as described in the direct testimony of Steven M. Lubertozzi.
- 22. Any and all Documents related to any cost or expenses over budget for Project Phoenix.
- 23. Any and all Documents that disclose the organizational chart for Utilities, Inc. and all of its subsidiary, related and/or affiliated entities, including TCWS.

Charlotte, N.C.

DRISCOLL SHEEDY, P.A.

Date: <u>05/14/2010</u>

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ATTORNEYS FOR CITY

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BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

Docket No. 2009-473-WS

In Re:)
)
Application of Tega Cay Water)
Service, Inc. for Adjustment of)
Rates and Charges and Modification	s)
to certain Terms and Conditions for)
the Provision of Water and Sewer)
Service.)
)

I certify that the foregoing City of Tega Cay's Interrogatories and Requests for

Production to TCWS have been served on the following at the addresses shown below, via First

Class, U.S. Mail, postage-paid on the date set forth below.

John M. S. Hoefer, Esq. Benjamin P. Mustain, Esq. Willoughby & Hoefer, P.A. P.O. Box 8416 Columbia, S.C. 29202-8416

Jeffrey M. Nelson, Esq. Office of Regulatory Staff 1401 Main Street, Suite 900 Columbia, S.C. 29201 Charlotte, NC

DRISCOLL SHEEDY, P.A.

Date: <u>05/14/2010</u>

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ATTORNEYS FOR CITY

Driscoll Sheedy, P.A. Attorneys at Law